

Bradford G. Hughes, Esq. (SBN 247141)
CLARK HILL LLP
555 South Flower Street, 24th Floor
Los Angeles, CA 90071
Telephone: (213) 891-9100
Facsimile: (213) 488-1178
bhughes@clarkhill.com

Attorney for Plaintiff NATIONAL INTERSTATE
INSURANCE COMPANY

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

NATIONAL INTERSTATE
INSURANCE COMPANY, an Ohio
corporation,

Plaintiff,

v.

MIKE TAMANA FREIGHT LINES,
LLC, a California limited liability
company; AMANJOT TAMANA, an
individual; RUPINDER TAMANA, an
individual; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 2:24-cv-01592-TLN-JDP

Assigned to: Judge Troy L. Nunley

**DECLARATION OF BRADFORD G.
HUGHES, ESQ. IN SUPPORT OF
PLAINTIFF'S NOTICE OF
MOTION AND MOTION FOR
ENTRY OF DEFAULT JUDGMENT**

Hearing Date: February 6, 2025
Hearing Time: 2:00 p.m.
Courtroom: 2, 15th Floor

DECLARATION OF BRADFORD G. HUGHES, ESQ.

I, Bradford G. Hughes, do hereby state and declare as follows:

1. I'm an attorney licensed to practice law in the United States District Court Eastern District of California, and an associate with the law firm of Clark Hill, LLP, counsel for Plaintiff NATIONAL INTERSTATE INSURANCE COMPANY ("Plaintiff").

2. This declaration is offered in support of Plaintiff's application for default judgment.

1 3. Defendants MIKE TAMANA FREIGHT LINES, LLC, AMANJOT
2 TAMANA, and RUPINDER TAMANA were served pursuant to the Rule Four of
3 the Federal Rules of Civil Procedure on June 24, 2024 [see ECF Nos. 4, 5, and 6].

4 4. Attached to this declaration is a true and correct copy of the proof of
5 service on file with the court relating to Defendants MIKE TAMANA FREIGHT
6 LINES, LLC, AMANJOT TAMANA, and RUPINDER TAMANA. These proofs
7 of service are attached to here too as **Exhibit A**. The proofs of service are also filed
8 with the court under the following ECF numbers:

9 a. Proof of Service - RUPINDER TAMANA – ECF No. 4

10 b. Proof of Service - MIKE TAMANA FREIGHT LINES, LLC – ECF
11 No. 5

12 c. Proof of Service - AMANJOT TAMANA – ECF No. 6

13 5. Under Rule 12, Defendants MIKE TAMANA FREIGHT LINES,
14 LLC, AMANJOT TAMANA, and RUPINDER TAMANA were required to plead
15 or otherwise respond to the Complaint by July 15, 2024. The time to plead or
16 otherwise respond to the complaint has not been extended by any agreement of the
17 parties or any order of this court.

18 6. Defendants MIKE TAMANA FREIGHT LINES, LLC, AMANJOT
19 TAMANA, and RUPINDER TAMANA have failed to serve or file a pleading or
20 otherwise respond to the Complaint. The applicable time limit for responding to
21 the Complaint has expired.

22 7. Defendants MIKE TAMANA FREIGHT LINES, LLC, is qualified to
23 do business in California and still in good standing.

24 8. Defendants AMANJOT TAMANA, and RUPINDER TAMANA are
25 not minors or incompetent persons.

26 9. Defendants AMANJOT TAMANA, and RUPINDER TAMANA are
27 not currently in the military service and therefore the Servicemembers Civil Relief
28 Act does not apply.

1 10. Paragraph 11 of the Settlement Agreement provides for the recovery
2 of attorney's fees and costs incurred by Plaintiff in connection with the
3 enforcement of the Settlement Agreement, a copy of which is attached and hereby
4 incorporated as **Exhibit B**. Plaintiff has incurred attorney's fees and costs to
5 enforce its rights under the Settlement Agreement. Plaintiff will be the prevailing
6 party in the subject action upon the entry of default judgment by this court against
7 Defendants. Pursuant to Paragraph 11 of the Settlement Agreement, Plaintiff is
8 entitled to an award of costs and attorney's fees.

9 11. The attorney's fees incurred by Plaintiff to date total \$13,410.00.
10 Attorneys for Plaintiff worked for 24.7 hours on the matter at the rate of \$300.00
11 per hour, and 24 hours on the matter at a rate of \$250.00 per hour, for a sub-total
12 cost of \$6000.00. The total cost of attorney's fees is therefore \$13,410.00. These
13 rates are consistent with the customary fee charged in matters of the type involved
14 considering the skill and expertise of the attorneys. The fee agreement between
15 Plaintiff and the attorneys is fixed. By accepting this work from Plaintiff, the
16 attorneys were precluded from providing legal services to other clients.

17 12. An award of costs and attorney's fees is appropriate in this matter
18 because of Defendants' bad faith actions. Defendants voluntarily entered into the
19 Settlement Agreement to stay the legal proceedings against them. Defendants
20 knowingly failed to perform according to the Settlement Agreement. When
21 Plaintiff filed this action to enforce the Settlement Agreement, Defendants failed to
22 respond to the summons, did not appear, and did not file an Answer. These actions
23 demonstrate that Defendants bargained in bad faith to enter into the Settlement
24 Agreement as a dilatory tactic to avoid a judgment against them. Accordingly, an
25 award of costs and attorney's fees is consistent with the Settlement Agreement and
26 in the interest of fair play and substantial justice.

27 13. Pursuant to Rule 55 the sum certain and amount due for this default
28 judgment is \$329,396.62. This includes the amount remaining owed under the

1 contract, attorney's fees, and costs associated with the lawsuit.

2 a. The amount remaining owed under the contract at issue totals

3 \$313,442.78.

4 b. Attorney's fees to date total \$13,410.00.

5 c. Costs to date total \$2,543.84.

6 I declare under penalty of perjury under the laws of the State of California
7 that the foregoing is true and correct. Executed this 31st day of December 2024, at
8 Los Angeles, California.

9 

10
11 Bradford G. Hughes

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 31, 2024, I electronically filed the foregoing document entitled ***DECLARATON OF BRADFORD G. HUGHES, ESQ IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR ENTRY OF DEFAULT JUDGMENT*** with the Clerk of Court using the CM/ECF System, which will send a notice of electronic filing to all Counsel of record in this action.

Maria Mercado
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